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Contract Database Metadata Elements

Title: **Tonawanda City School District and Tonawanda City School District Non-Instructional Unit, AFSCME, New York State Council 66, Local 2293 (1997)**

Employer Name: **Tonawanda City School District**

Union: **Tonawanda City School District Non-Instructional Unit, AFSCME, New York State Council 66**

Local: **2293**

Effective Date: **07/01/97**

Expiration Date: **06/30/02**

PERB ID Number: **6326**

Unit Size: **38**

Number of Pages: **36**

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Tonawanda City School District And
Afsme Council 66 Local 2293 (Non-
Instructional)

AGREEMENT

between the

TONAWANDA CITY SCHOOL DISTRICT

and the

AFSCME, LOCAL 2293 & COUNCIL 66

JULY 1, 1997 - JUNE 30, 2002

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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ARTICLE 1

1.01 Recognition

The District recognizes the New York State Council 66, and its affiliated Local 2293, American Federation of State, County and Municipal Employees as the exclusive bargaining unit for all Civil Service, Non-Instructional School District employees of the City of Tonawanda for the purpose of collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment. The District hereby extends unchallenged representation status to said union for the maximum period allowed by Law.

1.02 Union Rights

The District shall deduct bi-weekly from the wages of each employee represented by the bargaining unit and remit monthly to the Designated Financial officer, New York State Council 66, AFSCME, AFL-CIO, 2680 West Ridge Road, Suite 203, Rochester, New York 14626 regular membership dues for those employees authorizing such deductions.

The Union shall hold harmless the District from any claims or other forms of liability that may arise as a result of the District's wage deductions under this Article.

The District shall provide the Union with an up-to-date list of all employees, including their job titles, etc., who are represented by the Union. The District will keep the personnel list up to date by reporting on a timely basis to the Union of any changes in job titles, new hirees, terminated, transferred or reinstated employees.

1.03 Agency Fee

Any present or future employee represented by the Union who is not a Union member and who does not make application for membership by the first day of his/her employment or who does not become a member of the Union by the first day of his/her employment shall have deducted from his/her wage an amount equivalent to the dues levied by the Union. The District shall make such deductions and transmit the sums so deducted to the Union.

ARTICLE 2

REQUIRED STATEMENT

2.01 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2.02 Should any Article, Section or portion thereof of said Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court

shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; the remaining Articles and Sections of the Agreement shall not be affected by said decision.

2.03 If a determination or decision is made as per Section 2.02 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE 3

3.01 Salaries

The Salary Schedule set forth in Appendix A hereto attached shall be maintained for the duration of this Agreement.

3.02 Salary Step Advancement

- a. Step movement shall occur in each year of the Agreement retroactive to July 1, 1997, including pro-rata movement for the .5 FTE clerical employee. Step 11 will remain frozen at levels set forth on each schedule in the 1993-1997 Agreement.
- b. Should a successor agreement not be reached by June 30, 2002, or within one year of that date (June 30, 2003), step movement will occur on July 1, 2002, but not on July 1, 2003 or thereafter until a new agreement is reached which so provides.
- c. Wages will be increased as follows during the term of this Agreement as reflected in Appendix A:
 - 1997-1998: Steps 1-10 – Increment only but not less than 3.5%; Off-step - 2.5%
 - 1998-1999: Steps 1-10 – Increment only but not less than 3.45%
Off-step - 2.5%
 - 1999-2000: Steps 1-10 – Not less than 3.40% each year, per attached schedule.
Off-step – 2.5%
 - 2000-2001: Steps 1-10 – Not less than 3.40% each year, per attached schedule.
Off-step – 2.5%
 - 2001-2002: Steps 1-10 – Not less than 3.40% each year, per attached schedule.
Off-step – 2.5%
- d. This Agreement shall continue in full force and effect as long as AFSCME represents the majority of the bargaining unit as determined by the Public

Employment Relations Board. This representation entitles AFSCME to dues check-off. Furthermore, failure to reach a successor agreement by the expiration date of this Agreement shall result in the extension of all provisions of this Agreement until a new contract is agreed upon, but not more than 12 months from the date of the expiration of this Agreement, June 30, 2002. The intent of this provision is to indicate that should a successor agreement not be in place by June 30, 2002, or within a year of that date, June 30, 2003, that step movement will occur on July first of 2002 but will not occur on July first of 2003. The fringe benefits shall not be affected by this provision and will continue indefinitely under the Triborough Law. Those persons receiving off the schedule, individual salaries, will receive the same salaries until such time as a successor agreement is negotiated.

3.03 New York State Employees Retirement

The 75I Career Retirement Plan shall be effective for eligible employees. Any unused sick days at the time of retirement shall be credited for retirement purposes up to a maximum of 165 days as service time in Tonawanda by the New York State Employees Retirement System. (41J)

3.04 Retirement Salary Adjustments

Employees in the bargaining unit with twenty (20) or more years of service in the District shall be permitted, upon their retirement from employment with the District, to convert their accumulated sick leave, up to a maximum of three hundred (300) days, such that the eligible employee shall be entitled to one year of health insurance coverage for each 65 days of accumulated sick leave. Any remainder, or for any employee who has less than 65 days of accumulation at retirement, shall be prorated to provide for a partial year of coverage. Provided, however, that any employee who, at the time of retirement is covered, or elects to be covered by Blue Cross/Blue Shield indemnity coverage under Section 4.03 or a subsequent indemnity plan offered by the District and who is eligible to convert sick leave to a health insurance credit under this section, shall do so at the rate of one year of health insurance coverage for each 90 days of accumulated sick leave. In the event the retiree should die before his/her reserve is exhausted, the District shall continue the premium payment for health insurance to the surviving spouse until such time as the reserve is exhausted.

3.05 Payroll Deductions

It is agreed that payroll deductions will be made for contributions to the United Way of the Tonawandas and for savings or payments of loans to the Tonawanda School Employees Federal Credit Union and to district approved Tax Deferred Annuities for participation in the Flexible Benefits Plan, and for any direct deposits to various banking and financial institutions.

The Employee must individually and voluntarily authorize such payroll deductions in writing. The total amount of money deducted will be transmitted to the treasurer of the designated organization.

Tax-Sheltered Annuity

The District agrees to enter into a tax-sheltered annuity arrangement with the staff to secure tax advantages of Section 403(b) of the Internal Revenue Code. Such arrangements shall include salary modification by payroll deduction as authorized by the employee and the execution of annuity application. Such applications and payment thereof will be forwarded to the companies selected by the employees at intervals agreed upon between the District and the said companies. Twelve month employees have annuity deductions taken all 26 pay periods. Ten month employees, to be consistent with other ten month employees in the District, will have their annuity deductions restart each school year effective with the second pay date in October.

ARTICLE 4

HEALTH INSURANCE PROGRAMS

4.01 The Board of Education will assume payment of 97.5% the annual premium for LaborHealth HMO with the following riders:

<u>Rider</u>	<u>Description</u>
RX	\$5.00 co-pay Prosthetic Devices & Medical Appliances
08	Vision Plan Optical Age extension to age 23/age 25
09	if full time student Regardless of student status

The balance of 2.5% will be collected from the employees wishing coverage through LaborHealth by payroll deduction. Should any employees desire coverage under a different HMO, the District will pay 97.5% of that cost and employees will pay 2.5% of that cost by payroll deduction. Independent Health will no longer be an option for employees.

The parties agree, upon the written request of the other, to meet and discuss any proposal by either party to modify or replace the provisions of this Article any year during the month of September, or at any time the parties are notified that any HMO offered by the District during the term of this agreement shall no longer be available. The parties will replace it with another HMO providing benefits comparable with other available plans if available at a comparable cost to the discontinued plan.

4.02 The Board of Education will pay one hundred percent (100%) of the annual premium for the Blue Cross/Blue Shield \$1.00 generic/\$5.00 brand name co-pay prescription rider.

4.03 Health Insurance Program

The District will pay ninety-two percent (92%) of the annual Blue Cross/Blue Shield Hospital Contract 42-43 and Medical Select 60-61 with prescription rider. Blue Cross/Blue Shield will no longer be an option for those employees hired on or after July 1, 1998.

4.04 Employees required to work with the school district's computer system shall have an eye examination once per year and shall be eligible for corrective measures as a result of the test. This section shall have a maximum of two hundred fifty dollars (\$250) per employee for any two (2) consecutive years. This section of the contract only applies to the following job titles: Clerk Typist, Sr. Account Clerk, Jr. Accountant and Media Assistant.

4.05 Regular employees assigned to less than full time duties will be entitled to the pro rata share of ALL negotiated benefits, (i.e., .50 FTE employee = 50% share of ALL benefits).

4.06 Non-Duplication Rules

- a. An employee who was not enrolled in the District's Group Health plan as of July 1st shall not be entitled to enroll in the District's Group Health Plan if the employee is otherwise covered by any group insurance plan, whether as the insured or a dependent of the insured. The term "covered" shall mean that the employee is considered by the insuring agent to be eligible for health insurance benefits as provided in its plan. The employee shall have the option to select enrollment in the District's Group Health Plan on the open enrollment date as established by the District (current date is January 1st), providing the employee has rejected coverage under other health insurance plans.
- b. Employees in the unit who waive single coverage health insurance shall receive a payment of two hundred fifty (\$250) dollars and those employees waiving family coverage shall receive a payment of five hundred (\$500) dollars. These payments are to be made for persons who remain off the District's medical coverage for an entire school year starting with 1997-98. Such payment is to be made on an annual basis for people who do not receive any medical coverage from the District for an entire school year. This is an annual payment but will not be pro-rated for people requiring coverage through any part of the school year after having waived coverage. Persons needing to re-enroll in the District's healthcare program will be eligible upon notice to the District and will be covered within ten (10) days of giving said notice. Persons re-enrolling after waiving coverage will not be entitled to a waiver payment for any year or partial year in which they re-enroll in the plan.

4.07 Retirees and Excessed Employees

Retirees and employees excessed and on the preferred eligible list shall be permitted to continue in the District's Group Health Insurance Program at their own expense provided they have no other equivalent group coverage.

4.08 Dental Insurance

The District will pay one hundred percent (100%) of the annual premium for GHI Dental Insurance Spectrum Plus as of July 1, 1995. The dental insurance coverage includes scheduled payments for Basic Services, Prosthetic and Orthodontia benefits. This program shall also include the rider for coverage of dependent children up to the age of 23 regardless of student status.

ARTICLE 5

HOLIDAY/WORKDAY SCHEDULE

5.01 All twelve month full time support staff will observe the following schedule to be arranged and consistent with the adopted school calendar. This holiday schedule will include no less than sixteen (16) paid days.

Independence Day	Winter Recess
Labor Day	New Year's Recess
Columbus Day	Patriot's Day
Veteran's Day	Spring Recess
Thanksgiving Recess	Memorial Day

The actual paid holiday dates will be determined annually by mutual agreement between the Superintendent and the Union.

5.02 All ten (10) month clerical employees will observe the following ten (10) paid holidays:

Labor Day *	Patriots' Day
Columbus Day	Spring Recess (Two paid holidays)
Veteran's Day	Memorial Day
Thanksgiving Day	
Winter Recess (Two paid holidays)	

The actual holiday dates will be determined annually by mutual agreement between the Superintendent and the Union. Since the ten month Clerk Typist's annual work schedule is based on a two hundred (200) day work calendar, plus ten (10) paid holidays, all unassigned dates will be scheduled at the time that specific paid holiday dates are determined each year. No employee will be required to work on an unassigned date.

5.03 CLERICAL

- a. The classifications of Clerk Typist (10 and 12 month), Senior Account Clerk, and Junior Accountant are assigned a seven and one-half hour work day – secondary schools and central office personnel – usually 8:00 a.m. to 4:00 p.m., unless otherwise assigned for efficiency of operation. Work schedules cannot be changed without mutual agreement of the Union and the Superintendent. The classification of Media Assistant will

be assigned an eight (8) hour workday. Additionally, each employee is entitled to a one-half hour lunch period.

- b. For the classifications noted above, (Clerk-Typist, Senior Account Clerk and Junior Accountant), office hours for all school recess days shall be from 8:30 a.m. to 3:00 p.m.
- c. All absences from duties must be substantiated by a completed employee absence card and reported to the immediate supervisor for transmittal to the Payroll Office.
- d. Summer school clerical assignments (July 1 – August 31) will be at the employee's current hourly rate. These are voluntary duties assumed as a second job. In filling vacancies, the District will appoint an AFSCME bargaining unit member over other candidates. Where qualifications of AFSCME bargaining unit candidates are approximately equal, the District will give preference to AFSCME bargaining unit clerical personnel with the most seniority as a summer school secretary. Specific summer school clerical assignments (i.e. elementary or secondary) will be determined by Administration although applicants will be given an opportunity to express their preference, qualifications and experience regarding the assignment. Seniority of the employee(s) involved will be given serious consideration in making the final elementary or secondary summer school clerical assignment.
- e. Ten month employees will NOT be required to work during the Christmas or Easter recesses. In the event they are specifically assigned to work, they shall receive additional compensation.
- f. School Closings –Snow Days & Necessary Closings: When schools are officially closed, office clerical personnel (Clerk typist, Senior Account Clerk, Junior Accountant, Media Assistant) are NOT to report to work unless so directed by the Superintendent or Assistant Superintendent of schools. Any employee noted above so directed to report on these days shall receive compensatory time off for the actual number of hours worked.
- g. The 11-month Clerk-Typist works an additional month (i.e., 20 days) and receives one-tenth (1/10th) i.e., 20 days) additional pay by Exception Form. This clerk-typist will work from 8:30 a.m. to 3 p.m. with a one-half (1/2) hour lunch break. The eleventh month worked (i.e., 20 days) will be AFTER June 30th and BEFORE September 1st.)

5.04 Work Shifts For Custodial and Maintenance Employees

- 1. Full time custodial and maintenance employees are assigned an eight (8) hour day which includes a one-half (1/2) hour meal period for dayshift employees and a one (1) hour meal period for nightshift employees. The District may assign these employees to any of the following shifts:

Day Shifts:	6:00 a.m. to 2:30 p.m.
	6:30 a.m. to 3:00 p.m.
	7:00 a.m. to 3:30 p.m.
	7:30 a.m. to 4:00 p.m.
	8:00 a.m. to 4:30 p.m.
Night Shifts:	2:00 p.m. to 10:00 p.m.
	2:30 p.m. to 10:30 p.m.
	3:00 p.m. to 11:00 p.m.
	3:30 p.m. to 11:30 p.m.
	4:00 p.m. to 12:00 Midnight

The above shifts shall be posted for each employee on or about September 1 of each year. Such work schedules cannot be changed without mutual agreement of the Union and the Superintendent. Where there are two or more members in a building or title in the case of Painter-Groundsman or Custodian-Laborer, the senior employee will have his/her choice of schedules if the District establishes two (2) or more schedules.

2. The holiday schedule as listed and described in Article 5.01 for twelve month full-time support staff employees shall be observed by all full-time custodial and maintenance employees.
3. **School Closing; Snow Days, Inclement Weather or Necessary Closings:** All regular employees are expected to assume their primary responsibilities on these days for clearing building entrances and sidewalks for normal access. This can be done at the most appropriate time during the day as determined by the person in charge of the building. Storm conditions have an effect on this and the objective is to have the building in condition for opening the next day. Custodial staff and principals should be concerned with the overall building conditions for pupil and faculty attendance without hazard the following day. Any employee required to work on such a day shall receive additional overtime pay at the rate of 1-1/2 time the normal rate for the hours worked. Custodial and maintenance employees are expected to report for work on all snow days as follows: In the elementary buildings, the stationary engineer is to call the 2nd shift employee if he/she is required to work on a snow day or school closing day. In the secondary building, the head custodian is to call the 2nd shift employees if they are required to work on a snow day or school closing day. Any employee required to work on such a day shall receive additional overtime pay at the rate of one and one-half (1-1/2) times the normal rate for the hours worked.
4. **ALL** absences from duties must be substantiated by a completed employee absence card and reported to the building principal for transmittal to the payroll office.
5. All Employees: For any first shift employee's scheduled absence, in excess of one day in duration, any qualified second shift employee in the same building may elect to substitute for this first shift vacancy. The "per diem" substitute called in off the substitute list would therefore work the second shift. Administration will insure that all School Principals and the

head custodian at the senior high are made aware of this agreement. The Union will advise all custodial/maintenance members of this mutual agreement.

6. All Employees: Employees on vacation or otherwise absent all week (a "week" being defined as "Monday through Friday") are NOT eligible for overtime on the weekend following this week-long absence.

5.05 Uniforms

Effective July 1, 1995, the District will provide a uniform allowance of one hundred twenty dollars (\$120.) per fiscal year to full time custodians, stationary engineers and maintenance personnel. ALL purchases **MUST BE** pre-approved by the Director of Facilities & Operations. The District has a right to require uniforms purchased to be worn by the employees covered under this section.

ARTICLE 6

6.01 Vacation Schedule

The vacation benefit is an EARNED BENEFIT. Vacation time is earned in one contract year (July 1 to June 30) to be taken in the following contract year (July 1 to June 30). Effective July 1, 1998, the following paid vacation schedule shall apply to all regular 12 month, full time employees:

Completion of 1 through 3 years of service:	2 weeks (10 workdays)
Completion of 4 through 10 years of service:	3 weeks (15 workdays)
Completion of 11 or more years of service:	4 weeks (20 workdays)

The words "years of service" refers to completion of fiscal (i.e. July 1 through the following June 30th) years of service.

6.02 Pro-ration of Vacation

- A. Since vacation time is an earned benefit, no employee is entitled to vacation time during the first contract year of hire. Vacation is earned in this year to be taken in the following year, as described below. Regular full-time employees whose effective date of hire is:

By Oct. 1st of the contract year (July 1 to June 30) shall be entitled to two (2) weeks vacation in the following contract year.

By Nov. 1st of the contract year (July 1 to June 30) shall be entitled to eight (8) days vacation in the following contract year.

By Dec. 1st of the contract year (July 1 to June 30) shall be entitled to six (6) days vacation in the following contract year.

By Jan. 1st of the contract year (July 1 to June 30) shall be entitled to five (5) days vacation in the following contract year.

By Feb. 1st of the contract year (July 1 to June 30) shall be entitled to four (4) days vacation in the following contract year.

By Mar. 1st of the contract year (July 1 to June 30) shall be entitled to three (3) days vacation in the following contract year.

By Apr. 1st of the contract year (July 1 to June 30) shall be entitled to two (2) days vacation in the following contract year.

By May 1st of the contract year (July 1 to June 30) shall be entitled to one (1) day vacation in the following contract year.

Example: An employee hired on April 29, 1995 (hired in 1994/95 contract year) would be entitled to ONE vacation day to be used in (the following) 1995/96 contract year.

b. **Movement to Three and Four Week Levels Of Vacation**
(current employees)

Individuals hired between October 1 and December 31 of any contract year (July 1 to June 30) shall be treated the same as those hired between July 1 and September 30 of any contract year for purposes of calculating completion of years' of service for entitlement to either three weeks or four weeks vacation.

Example: An employee hired on December 29, 1995 will be credited for the above purpose with having completed four years service on June 30, 1999 and therefore, will be entitled to 3 weeks vacation for use in the 1999/2000 fiscal year. This same employee will, by the same method, complete eleven (11) years of service on June 30, 2006 and therefore, will be entitled to four (4) weeks vacation for use in the 2006/2007 fiscal year.

6.03 Vacation Requests

Twenty-four (24) hour written notice must be provided for vacation of one (1) day. Vacation days of more than one day in duration may be taken by providing the immediate supervisor with at least five (5) days of written advance notice of vacation requested. If more than one individual in the same classification and department requests vacation on the same day(s), seniority will prevail. Special and unusual leave requests may be considered by the District when presented in writing.

ARTICLE 7

7.01 Sick Leave Allowance

Each regular full-time employee covered by this Agreement will be credited with an annual paid sick leave allowance on July 1 each school year for twelve (12) month employees and on September 1 for ten (10) month employees, if the employee completes his/her first day's assigned duties. Otherwise, the annual allowance will be credited to the employee on the first day worked each year.

The amount of the annual sick leave allowance will be calculated at the rate of one and one-half (1-1/2) days per month of employment each year; i.e. 18 days for twelve (12) months of employment and 15 days for ten (10) months of employment. Employees hired after July 1 will be credited with the number of full months remaining that year.

In addition to the annual sick leave allowance, at the beginning of each fiscal year, each regular full-time employee will be credited with their unused accumulative sick leave. Sick leave shall accumulate up to a maximum of 300 days for 12 month employees. Accumulated sick leave shall not be considered as termination pay at times of retirement or resignation. Annually, on or before the first day in October, each employee shall receive a written summary of his/her accumulated leave benefits.

7.02 Tier I employees (hired prior to December, 1973) may apply unused accumulated sick leave toward increased length of credited service at retirement and within the requirements of the New York State Retirement Board guidelines.

7.03 Additional paid sick leaves of fifteen (15) days may be granted in any one(1) school year in excess of the above stated accumulated maximum when the absence is a continuing long-term disability, at the discretion of the Board of Education under unusual circumstances, when requested in writing. This additional benefit applies only to employees who have completed three (3) or more years of continuous service in the District.

7.04 If during an illness or other medically verified disability, an employee exhausts his accumulated leave benefits, the employee will be granted an extension of sick leave without pay for up to two (2) years after the accumulated leave benefits are exhausted. These benefits apply when the benefits of maternity leave do not apply.

The Board of Education, at its discretion, may require a doctor's certificate as evidence of the employee's illness in any case.

No deduction from the employee's accumulated sick leave will be made when the employee is not required to report for duty. Employees must return to duty within a reasonable time after a vacation or holiday period to be eligible.

Employees may use sick leave for illness or disability of family members.

7.05 **Sick Leave Bank**

- a. Eligibility – Regularly scheduled full-time employees will be eligible to participate in the bank if, on July 1 of any school year, they have:
 1. Thirty-five (35) or more days of accumulated sick leave.
 2. Having less than thirty-five (35) days of accumulated sick leave but having three (3) or more years of service in the District and can establish that the failure to accumulate thirty-five (35) days was the result of a disabling injury or illness resulting in a continuing absence under the care of a physician.

3. During his/her service with the District, an employee shall have only one (1) opportunity to become a member of the Sick Bank. That is to say, such employee shall be eligible to become such member within a period of sixty (60) days from the date of the execution of this Agreement, and as to employees employed subsequent to the execution of this Agreement, within a period of sixty (60) days from the date of eligibility of such employee.
- b. **Administration** – The Sick Bank will be administered by the Superintendent or his/her appointee under the following regulations:
1. A participant must exhaust all personal sick leave days before using the Sick Leave Bank.
 2. Each participating employee will contribute one day of accumulated personal sick leave on an irrevocable basis in July of each year unless the total days in the bank are two hundred (200) or more on July 1 in which case current members may remain in the Bank without contribution and new members may join by contributing a day of accumulated personal sick leave.
 3. For a person who has exhausted his/her sick leave, use of leave days in the Sick Bank shall be permitted, as provided below for a member suffering from a disabling injury or illness. A disabling injury or illness is one which results in a continuous absence or the reoccurrence of a continuing condition under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted with the application.
 4. A member of the Sick Bank may apply for up to thirty-five (35) days of leave paid at the rate of ninety (90%) percent of the member's current daily rate of pay. Should the disability or illness continue, a second application for up to an additional twenty-five (25) days may be submitted, to be paid at a rate of seventy-five (75%) percent of the member's current daily rate of pay. Should the disability or illness continue, a third and final application for up to an additional twenty-five (25) days may be submitted, to be paid at their rate of sixty (60%) percent of the member's current daily rate of pay. If a member applies pursuant to this section, and he/she is eligible pursuant to this section, the member shall be paid for sick leave, as enumerated herein.
 5. Deductions from the Sick Bank which are made for sick leave utilized herein shall be made on a basis in accordance with sick leave drawn under the provisions of Clause Number "4" above.

7.06 Worker's Compensation

Employees who are out on a Worker's Compensation injury shall be able to apply sick leave accrued credits so that they can receive a full check during the time they are

absent for Worker's Compensation benefits. An employee on sick leave due to an occupational injury or disease which is compensated under Worker's Compensation Law, shall have sick leave re-credited for each day the District receives reimbursement from the State Insurance Fund, or other agency. However, when the District is notified of 100% reimbursement for all days so charged, no deduction from sick leave shall be made.

7.07 Sick Leave Incentive

- a. Employees who are eligible shall be paid July 1st as follows:

No personal illness absences in a year:	\$250.00
One personal illness absence in a year:	175.00
Two personal illness absences in a year:	100.00

- b. Any absences due to illness, whether for the personal illness of the individual employee, or the members of the employee's family pursuant to Section 7.04 shall be counted as a "personal illness" for purposes of this particular paragraph.

ARTICLE 8

8.01 Bereavement Leave

Bereavement Leave shall be established to provide three (3) days for each occurrence for the death of a person in the immediate family. Immediate family for this purpose shall include spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law, step-children, step-parents, son-in-law, daughter-in-law. Bereavement Leave shall not be deducted from sick leave accumulations.

8.02 Jury and Witness Service

An employee who is summoned for and serves as a juror or is subpoenaed for and serves as a witness in a court action in which the employee is not a party, will be granted a paid leave of absence for said purpose. The employee will pay over to the District the fees received for said service less itemized parking fees and approved mileage allowance.

8.03 Personal Obligations

- a. Up to five (5) days will be granted for the transaction of business that cannot be done except during work hours for exceptional personal obligations (religious holiday, graduation, funeral attendance not covered above, etc.) or emergencies subject to the approval of the Superintendent of Schools or the Building Principal.
- b. No employee will be granted a leave of absence for the purpose of accepting another position, except as otherwise provided by law, and at the same time retain his/her rights in the current position.

- c. These days may not be used immediately preceding or following a holiday or vacation except in emergencies.
- d. The personal obligation leave application will be submitted by the employee to the Building Administrator or Assistant Superintendent at least two (2) work days prior to the desired day of absence when possible.
- e. The District reserves the right to set reasonable limitations upon the number of employees who may use personal obligation leave on any one day.
- f. Leave unused under this section in each year will be added to the accumulated sick leave without limit.

8.04 Child Rearing Leave

- a. Child-rearing leaves of absence will be granted, without pay, for a period not to exceed twenty-four (24) consecutive months. Such a leave will be granted only to an employee who is the custodial parent, step-parent, foster-parent or legal guardian of a child who is under six (6) years of age at the time the leave begins and who resides with the employee.
- b. An application for the leave of absence must be filed with the Superintendent as soon as the need for the leave is known to the employee and in no event less than twenty (20) calendar days before the desired start of the leave.
- c. Resumption of active employment will occur at the beginning of the month specified in the leave application, or on such other date mutually determined by the Superintendent and the employee.
- d. The employee will confirm, in writing, to the Superintendent, whether or not the employee will return to active employment on the date specified in the application or set another mutually agreeable date with the Superintendent, of no less than thirty (30) days prior written notice to the Superintendent. Said notice will be furnished to the Superintendent as soon as possible. Any employee granted leave, shall prior to the resumption of active employment, furnish the Superintendent with written satisfactory medical confirmation of the employee's physical fitness to resume the duties of his/her employment.
- e. If the employee fails to resume active employment after termination of the leave, the employee will be considered to have resigned voluntarily.
- f. If a final court order in a proceeding to which the District is a party determines that any provision of the Section is invalid and unenforceable, the entire Section shall be renegotiated immediately upon written notice of either the District or the Union to the other.
- g. Consistent with the Federal Family and Medical Leave Act of 1993, the District shall provide those benefits required to be provided by said statute. Employees shall be entitled to continuation of group health insurance under the same relative percentages with regard to payment as if the employee was working for a maximum period of twelve (12) weeks per year, as required by

said statute. After twelve (12) weeks, the employee is entitled to continue participation in the health insurance program by paying the full cost of same.

- h. Any periods of time when an employee is on child-rearing leave shall not be counted toward the employee's seniority and/or probationary period. Any periods of child-rearing leave shall not constitute an interruption of continuous service. The seniority previously earned prior to the date upon which said leave began will resume upon the employee's resumption of employment at the termination of said leave.

ARTICLE 9

9.01 Overtime

- a. Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours per week or special days; i.e. Saturday, Sunday, holiday.
- b. Building Check
 - 1. Custodian/Laborer, Painter-Groundsman, Stationary Engineer, and Head Custodian personnel shall be assigned to building checks on Saturdays, Sundays and holidays in buildings which are not being used for other activities and shall be paid two (2) hours for such work from September 1 to June 30. Personnel permanently assigned to a building shall be given first preference for building checks.
 - 2. Assignment shall be on a voluntary basis if personnel are available in the building; if not, then overtime shall be offered on a district-wide basis by rotation pursuant to current practice.

9.02 Insofar as it is practicable, overtime shall be allocated equitably among the employees qualified to perform the overtime work required.

9.03 Compensatory Time

- a. Compensatory time shall be paid to bargaining unit members in a uniform manner.
- b. It shall be the option of the bargaining unit member to be paid in cash for any additional time (required by the District of a bargaining unit member) worked beyond the bargaining unit member's normal work week OR to use the additional time as compensatory time
- c. If the bargaining unit member prefers to receive a cash payment, the proper administrator shall instruct the payroll department to include the additional funds in the bargaining unit member's next scheduled paycheck.

- d. If the bargaining unit member prefers to utilize compensatory time off as his method of payment, the bargaining unit member must take this time within two (2) months, at a mutually agreed upon date, from the last date in which the bargaining unit member worked the additional hours. If the District and the bargaining unit member cannot agree on a mutual date to take this time, the bargaining unit member will be paid for this time at the earliest possible pay date.

9.04 The City School District of the City of Tonawanda and the Union hereby agree that the following circumstances require the presence of a custodian in a building or facility:

1. Whenever the building is used by an outside group, or
2. Whenever the building or facility is used by District employees in a way which requires a clean-up or maintenance to prepare the building for the next day's use.

It is agreed that it is not necessary for a custodian to be on duty to open or close a building or facility to District personnel for activities not requiring a clean-up or maintenance function or meetings conducted in a building administrator's office.

ARTICLE 10

VACANCIES

10.01 Notification and posting of all vacancies shall include the general job description and required qualifications and wage rate. Vacancies shall be posted for a ten (10) day period in all work areas of the School District.

Any employee who wishes to apply must do so within the posting period. Applicants will be notified of the status of their applications or interviewed within ten (10) days of the closing date for applications.

In filling vacancies, the District will appoint the most qualified candidate based upon work record, skills and experience. Where the qualifications of candidates are approximately equal, the District will give preference to unit members over new employees and to the senior internal applicant.

All newly hired employees will be informed, at the time of employment, of their work schedule and all other necessary information pertaining to the position.

10.02 Ten Month Employees

All ten-month employees shall receive credit for years of service credit towards all benefits when they become employed as a twelve-month employee (years of service as a ten-month employee shall be counted as full-time service for seniority purposes and/or other benefits when such an employee accepts a twelve-month position with the school district).

10.03 New Position

Whenever a new position not listed as a job title in this Agreement is established, the school district may designate the job classification and the rate of pay for such position, but subject to Civil Service Law. In the event the Union does not agree that the classification and/or pay rate are proper, the matter shall be subject to negotiations between the Superintendent and the Union within thirty (30) business days from filling of such positions.

10.04 Working in Higher Positions

An employee who assumes the responsibility of a higher paying position shall receive the higher rate of pay after completing the first regular work shift; the pay for the higher rated position will be retroactive. The higher rate of pay shall be determined as the appropriate salary for the same step as their regular step placement. This section of the contract will only take effect when an employee is directed to work by the School Principal or the Assistant Superintendent in a higher job classification.

10.05 An employee who is laid off shall have all his/her accumulated vacation paid to him/her at the time of layoff.

10.06 The District will not intentionally reduce an employee's working hours in an effort to avoid payment of salary and/or health insurance coverage.

ARTICLE 11

EMPLOYER'S RIGHTS CLAUSE

Except as otherwise specifically provided in this Agreement, the employer shall have the usual and customary rights, powers and functions to direct the employees, to hire, fire, suspend and to take disciplinary action according to this Agreement.

ARTICLE 12

DISCIPLINE AND DISCHARGE

12.01 The employer retains the express right to discipline and discharge employees for any just cause. If an employee or a group of employees believes that the employer has disciplined or discharged unjustly, the grievance procedure shall be used to appeal the employer's decision, by submitting the grievance at Step 2 within ten (10) days and proceeding to Step 3 if necessary.

The Union President shall be notified in writing within seventy-two (72) hours of any written reprimand, suspension or discharge against any employee

The foregoing Fair Hearing procedure shall replace all rights under Section 75 of the Civil Service Law.

ARTICLE 13

GRIEVANCE-ARBITRATION PROCEDURE

13.01 The purpose of this procedure is to secure at the lowest practicable level solutions to grievances which may from time to time arise. The handling of grievances at each level shall be kept as informal as practicable.

The utilization of any step of this grievance procedure by any person, or the Union, shall constitute a waiver by such person, or the Union (on its own behalf and on behalf of all persons aggrieved), or both (as the case may be) of his/her and its rights, if any, to pursue any other remedy before any court, administrator or administrative agency.

13.02 A grievance is defined as a dispute which may arise between the parties over the application, meaning or interpretation of this Agreement.

13.03 Time limits set forth in this grievance procedure shall be strictly adhered to by all parties and persons. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the District if the grievant does not move to the next step within the time limits. If the District fails to answer a grievance within the time limit set forth herein, the grievance shall be deemed accepted. Time limits may be extended by mutual written agreement of the District and the aggrieved employee or his representative. Consent to such an extension shall not be unreasonably withheld.

13.04 Participation by any person or party in the handling of a grievance shall be free from interference, coercion, restraint, discrimination or reprisal by the District and by the Union.

13.05 PROCEDURE

Step 1: If the matter is not resolved informally, a grievant shall submit a written grievance, which must be on the form shown in this Agreement, to his/her immediate supervisor, provided the employee does so no later than thirty (30) business days after the date of the occurrence, or within thirty (30) business days of the date he/she know or should have known of the facts set forth in the grievance. A meeting between the grievant and immediate supervisor shall be held to discuss the grievance if either request it. The immediate supervisor shall give a written answer to the grievant no later than ten (10) business days after the day on which the grievance was presented to him/her. "Immediate supervisor" shall be defined as the Building Principal or if the Central Office or Maintenance Department, the Assistant Superintendent of Schools.

Step 2: If the grievant is not satisfied with the answer at Step 1, the grievant may appeal, in writing, to the Superintendent of Schools, providing he/she does so within ten (10) business days of the day on which the Step 1 answer was given. The Superintendent and/or his/her delegate will meet with the grievant and his/her representative, if any, no later than ten (10) business days after the day on which the written grievance was presented to him. No later than ten (10) business days after the

day on which that meeting takes place, the Superintendent shall present the grievant and his/her representative, if any, his written decision on the grievance.

Grievances involving all or a significant portion of the employees in the negotiating unit may be presented by the Union directly at Step 2.

Step 3: Arbitration – If the Union is not satisfied with the decision at Step 2, it may submit the grievance to arbitration. The Union would file a Demand for Arbitration with the Public Employment Relations Board for the selection of an arbitrator. The parties agree that they would be bound by the rules of the Public Employment Relations Board.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement, or make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement.

One-half the fees and expenses of the arbitrator shall be paid by the District and one-half by the Union. All other expenses incident to the arbitration, including those of witnesses, will be paid by the party which incurred them.

ARTICLE 14

14.01 Job Related Courses

The District will reimburse any member for the actual cost of tuition, up to an annual maximum of seven hundred fifty (\$750.00) dollars for completion of up to three (3) hours per semester (Fall, Spring, and Summer). The employee must successfully complete the course with a passing grade of "C" or better for college level work. The employee must also receive prior written approval for the reimbursement of said course from the Superintendent or Assistant Superintendent. The Superintendent or Assistant Superintendent shall approve said course provided he is satisfied that the course is directly related to the employee's job duties. Request for said approval shall be submitted in writing prior to the actual start of the course for which the employee seeks reimbursement of expenses. The annual maximum per employee per school fiscal year is limited to seven hundred and fifty (\$750) dollars.

Employees who attend and complete job-related professional development courses which the employer requires them to attend shall be allowed to attend such courses without loss of pay by reason of said attendance. Said employee shall also be reimbursed for any expenses of said attendance, said expense to be approved by the Superintendent or Assistant Superintendent (including mileage to a person driving to said courses). If any employee is required by the District to attend any such courses outside of his regularly scheduled hour of work, said employee will be paid at his/her regular rate of pay for all hours spent in attendance at said course (but not travel time).

14.02 Stationary Engineer's Licenses

Employees who successfully complete the Fireman's Class 1 or Class 2 course shall be reimbursed the fee for the course by the District. The District will pay the annual license fee for all such licenses. If an employee allows his/her license to

lapse more than one month, the District is not responsible for payment for renewal. Employees cannot perform the duties of a stationary engineer without a valid license and shall not be paid during such periods.

14.03 Sub-Contracting of Work

The District agrees not to sub-contract any work currently being performed by members of the bargaining unit without first negotiating the issue with the Union.

14.04 Temporary Employees

- a. If a temporary employee is appointed by the District in a job title represented by the Union, that employee will be paid at Step 1 of the appropriate job title.
- b. The District has the right to appoint employees below Step 1 as "per diem substitutes" during the first thirty (30) consecutive work days of employment at the same location. The District may not transfer such employee for the sole purpose of avoiding payment hereunder.
- c. Student employees shall not be considered as unit members or temporary employees for any purpose. Student employees shall be defined as students enrolled in the District's K-12 or a recognized college program. Student employees enrolled in a recognized college program may not be employed between September 1st and May 1st.

14.05 Employees With College Degrees

- a. Effective July 1, 1995, for any employee in any classification for which a four year college degree (BA or BS) is NOT required, any employee who holds said degree on July 1, 1995, or who obtains such a degree, will receive an annual stipend of \$400.00 to be added to his/her contract salary. An employee must present proof of the holding or obtaining of said degree. If an employee does obtain a degree during the year prior to January first of each and every fiscal year, they shall be entitled to payment for the full amount of four hundred (\$400) dollars in the next fiscal year beginning on July first.
- b. Any employee with a Masters Degree or a Certified Public Accountant's License will receive, in lieu of any educational degree benefit listed in sub-paragraph (a) above, an annual stipend of five hundred and fifty (\$550) dollars to be added to his/her contract salary.
- c. Any employee who obtains a Master's Degree or a Certified Public Accountant License during the school year shall receive the prorated share of the difference between the Bachelors and Masters stipend added to his/her contract salary.

An employee will be entitled only to one payment of either sub-paragraph (a) or sub-paragraph (b) of this section of the contract.

ARTICLE 15

15.01 Negotiations

It is agreed that negotiations for the subsequent year will be initiated at the written request of either party after February 1, 2002.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 2293 AND COUNCIL 66

CITY SCHOOL DISTRICT
CITY OF TONAWANDA, NY

James A. Lawson, President

Dianna Greene
Superintendent of Schools

Frank DiStefano
Dated: January 28, 1999

Dated: January 28, 1999

APPENDIX A

Clerk Typist Salary – 10 month

<u>Step</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	12,460	12,660	12,860	13,060	13,260
2	12,995	12,890	13,090	13,297	13,504
3	13,330	13,443	13,328	13,536	13,749
4	13,798	13,790	13,900	13,781	13,996
5	14,280	14,274	14,259	14,373	14,250
6	14,882	14,773	14,759	14,744	14,862
7	15,467	15,395	15,275	15,261	15,245
8	16,069	16,001	16,545	16,460	16,331
9	16,653	16,623	15,919	15,794	15,780
10	17,393	17,228	17,189	17,107	17,020
11	20,130	20,130	20,130	20,130	20,130

APPENDIX B

Clerk Typist Salary – 12 month

<u>Step</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	15,938	16,138	16,338	16,538	16,738
2	16,613	16,488	16,687	16,893	17,100
3	17,088	17,186	17,048	17,254	17,468
4	17,736	17,678	17,770	17,628	17,841
5	18,408	18,348	18,279	18,375	18,227
6	19,199	19,043	18,972	18,900	18,999
7	19,990	19,861	19,691	19,617	19,543
8	20,784	20,680	20,537	20,360	20,284
9	21,577	21,501	21,383	21,235	21,052
10	22,524	22,321	22,232	22,110	21,957
11	26,163	26,163	26,163	26,163	26,163

APPENDIX C

Senior Account Clerk Salary

<u>Step</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	19,521	19,721	19,921	20,121	20,321
2	20,196	20,194	20,392	20,598	20,805
3	20,814	20,893	20,881	21,085	21,299
4	21,648	21,532	21,603	21,591	21,802
5	22,516	22,395	22,264	22,338	22,325
6	23,308	23,293	23,156	23,021	23,097
7	24,125	24,112	24,085	23,944	23,804
8	24,894	24,957	24,932	24,904	24,758
9	25,689	25,753	25,806	25,780	25,750
10	26,824	26,575	26,628	26,683	26,656
11	31,353	31,353	31,353	31,353	31,353

APPENDIX D

Media Assistant Salary

<u>Step</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	18,087	18,287	18,487	18,687	18,887
2	18,692	18,711	18,909	19,116	19,322
3	19,252	19,337	19,347	19,552	19,765
4	20,012	19,916	19,994	20,005	20,216
5	20,802	20,702	20,593	20,674	20,685
6	21,594	21,520	21,406	21,294	21,377
7	22,387	22,339	22,251	22,134	22,017
8	23,179	23,159	23,099	23,008	22,887
9	23,971	23,979	23,947	23,884	23,790
10	24,823	24,798	24,794	24,761	24,696
11	27,580	27,580	27,580	27,580	27,580

APPENDIX E

Junior Accountant

<u>Step</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	21,663	21,863	22,063	22,263	22,463
2	22,338	22,410	22,606	22,813	23,020
3	23,042	23,109	23,172	23,375	23,589
4	23,987	23,837	23,894	23,960	24,170
5	24,972	24,815	24,647	24,707	24,775
6	25,826	25,834	25,658	25,485	25,547
7	26,682	26,717	26,712	26,531	26,352
8	27,537	27,603	27,625	27,620	27,433
9	28,391	28,487	28,541	28,565	28,559
10	29,602	29,370	29,456	29,511	29,536
11	34,218	34,218	34,218	34,218	34,218

SCHEDULE 1

Custodian-Laborer

Step	97/98	98/99	99/00	00/01	01/02
1	18,287	18,487	18,687	18,887	19,087
2	18,962	18,918	19,116	19,322	19,529
3	19,530	19,616	19,561	19,765	19,979
4	20,301	20,204	20,283	20,226	20,438
5	21,101	21,001	20,891	20,973	20,914
6	22,894	21,829	21,715	21,601	21,686
7	22,686	22,649	22,571	22,454	22,335
8	23,480	23,469	23,419	23,339	23,217
9	24,305	24,290	24,267	24,216	24,132
10	25,126	25,144	25,116	25,092	25,039
11	27,786	27,786	27,786	27,786	27,786

SCHEDULE 2

Painter-Groundsman

<u>Step</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	19,130	19,330	19,530	19,730	19,930
2	19,805	19,790	19,987	20,194	20,401
3	20,407	20,488	20,463	20,667	20,881
4	21,221	21,111	21,185	21,159	21,369
5	22,086	21,953	21,829	21,905	21,878
6	22,860	22,848	22,700	22,571	22,650
7	23,663	23,649	23,625	23,471	23,338
8	24,480	24,479	24,453	24,428	24,269
9	25,236	25,325	25,312	25,284	25,259
10	26,108	26,107	26,186	26,172	26,144
11	28,784	28,784	28,784	28,784	28,784

SCHEDULE 3

Stationary Engineer (Elementary)

<u>Step</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	19,740	19,940	20,140	20,340	20,540
2	20,415	20,421	20,618	20,825	21,032
3	21,042	21,119	21,115	21,319	21,533
4	21,887	21,768	21,837	21,833	22,044
5	22,767	22,642	22,508	22,580	22,576
6	23,560	23,552	23,412	23,273	23,348
7	24,351	24,373	24,353	24,208	24,065
8	25,143	25,191	25,201	25,181	25,031
9	25,935	26,010	26,048	26,058	26,037
10	26,849	26,830	26,895	26,933	26,944
11	29,754	29,754	29,754	29,754	29,754

SCHEDULE 4

Stationary Engineer (High School)

<u>Step</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	20,340	20,540	20,740	20,940	21,140
2	21,015	21,042	21,238	21,445	21,652
3	21,666	21,740	21,757	21,960	22,174
4	22,543	22,413	22,479	22,497	22,707
5	23,455	23,321	23,176	23,243	23,262
6	24,248	24,264	24,114	23,964	24,034
7	25,041	25,085	25,089	24,934	24,778
8	25,834	25,905	25,937	25,942	25,781
9	26,627	26,725	26,786	26,819	26,824
10	27,567	27,546	27,634	27,696	27,731
11	30,576	30,576	30,576	30,576	30,576

SCHEDULE 5

Head Custodian Salary

<u>Step</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>
1	21,410	21,610	21,810	22,010	22,210
2	22,085	22,149	22,345	22,552	22,758
3	22,778	22,847	22,902	23,104	23,318
4	23,711	23,564	23,624	23,680	23,890
5	24,682	24,529	24,365	24,427	24,485
6	25,473	25,534	25,363	25,193	25,257
7	26,266	26,352	26,402	26,225	26,050
8	27,056	27,172	27,248	27,299	27,117
9	27,846	27,989	28,096	28,174	28,228
10	28,829	28,807	28,941	29,051	29,132
11	32,009	32,009	32,009	32,009	32,009

GRIEVANCE APPLICATION FORM

Grievance No. _____

Date: _____

Name of Grievant: _____

Building/School: _____

State grievance and article in contract affected: _____

Immediate Supervisor: _____

Signature of Union Steward

Signature of Employee

PERSONAL OBLIGATION LEAVE APPLICATION

Date(s) Requested _____ Number of Days _____
Number of Half Days _____

- () House Emergency
() Legal (e.g. house closing, will probate, adoption, court appearance)
() Medical
() Bereavement
() Religious Observance
() Attendance at Education Conference, when applicable (related to current professional assignment)
() FOR: _____
() Other (No obligation to state reason for leave)

I HEREBY CERTIFY that this matter cannot be handled except during regular working hours.

Signature – Employee

Date Signed

Respecting the above-stated reasons, no additional explanations are required to establish entitlement, except as specifically indicated above. Check the applicable reason and, if required, above furnish the additional information requested.

REVIEW BY ADMINISTRATOR:

Signature

Date Signed